

**CF (Capital)****CF E-11815****Contract Details**

SERVICE: Detailed Design Services

NIFS ID #: CFPW15000020

NIFS Entry Date: 5/8/15

Term: from Execution to 6/1/2017

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Greeley and Hansen, Consulting Eng.	Vendor ID# 36-1164980
Address 111 Broadway, Suite 2101 New York, NY 10006	Contact Person Sundaram Solai, P.E.
	Phone (212) 227-1250

County Department
Department Contact Joseph L. Davenport
Address 3340 Merrick Rd Wantagh NY 11973
Phone (516) 571-7508

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	5/8/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	5/11/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	5/13/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
5/19/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/19/15	[Signature]	
6/11/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/11/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
6/11/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/11/15	[Signature]	



Contract Summary

Description: Pump Station Mitigation – (2) Sage Lake and Lawrence, SDD-2 – Village of Lawrence ~ Detailed Design Services
Purpose: Professional services in regard to the design of improvements regarding repairs/replacements resulting from Hurricane Sandy as well as requirements for Code/OSHA compliance items and 500-year flood mitigation measures.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: The Request for Proposals (RFP) was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in Newsday. Proposals were received from seven (7) firms on Oct. 10, 2014. The technical proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The proposal submitted by Greeley and Hansen, Consulting Engineers, having the highest technical rating and lowest cost, represents the best value to the County.
Description of General Provisions: The firm will prepare 30-100% detailed design documents (plans and specifications) suitable for public bidding purposes, based upon 30% preliminary design documents. The firm will also provide construction phase design services (shop drawing review, proposed substitution review, etc.).
Impact on Funding / Price Analysis: Funding for these services will be from capital project no. 3P311. It is expected that the full cost of these services will be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
Change in Contract from Prior Procurement: n/a.
Recommendation: Approve as submitted

Advertisement Information

BUDGET CODES	
Fund:	CSW
Control:	3P
Resp:	311
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 374,466.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 374,466.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW; 3P311 / 00002	\$ 374,466.00
2		\$
3		\$
		\$
		\$
APPROVED: <i>[Signature]</i> 5/19/15		\$
INSURANCE SECTION		\$
TOTAL		\$ 374,466.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Joseph L. Davenport, Chief Sanitary Engineer

Date: Nov. 24, 2014

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <i>[Signature]</i>	
Name		Name		Date: <i>[Signature]</i>	
Date		Date		(For Office Use Only)	
				E #:	

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GREELEY AND HANSEN, LLC

WHEREAS, the County has negotiated a personal services agreement with Greeley and Hansen, LLC to provide final design and construction phase services for Pump Stations, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Greeley and Hansen, LLC



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Greeley and Hansen, Consulting Engineers

CONTRACTOR ADDRESS: 111 Broadway, Suite 2101
New York, NY 10006

FEDERAL TAX ID #: 36-1164980

Instructions: Please check the appropriate box ("") after one of the following roman numerals, and provide all the requested information.

I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. [X] Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

___A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

___B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ___ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

___A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

___B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

___C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

___D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.


VII. ☒ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

 a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT**PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC**
☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: PUMP STATION MITIGATION – Sage Lake and Lawrence, Village of Lawrence

Department: Public Works Project Manager: Thomas A. Immerso

Date: November 26, 2014

Service Requested: Recommendation of Firm for Detailed Design Services

Justification: Necessary for repairs/replacements of equipment at sewage pump stations resulting from Hurricane Sandy as well as requirements for Code/OSHA compliance items and flood mitigation measures for the two (2) SDD-2 pump stations listed above.

Requested by: Department of Public Works Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$374,466.00
Circle appropriate phaseTotal Project Cost: \$5,600,000 (approx.)
Includes, design, construction and CMDate Start Work: January, 2015
Phase being requestedDuration: Three (3) Months
Phase being requestedCapital Funding Approval: YES ☒ NO ☐ Tom Immerso 12/3
SIGNATURE DATEFunding Allocation (Capital Project): 3P311
See Attached Sheet if multiyear ☒NIFS Entered: [Signature] 12/3
SIGNATURE DATEAIM Entered: M. Carbone 12-9-14
SIGNATURE DATEFunding Code: 3P311 SAN 010
Use this on all encumbrancesTimesheet Code: 14-0360 001
Use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐
Supplemental Environmental DocumentationDepartment Head Approval: YES ☒ NO ☐[Signature]
SIGNATUREDCE/Ops Approval: YES ☐ NO ☐[Signature]
SIGNATURE**PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from responding vendors.**

<u>Vendor</u>	<u>Quote*</u>	<u>Comment</u>	<u>See Attached Sheet</u>	<input type="checkbox"/>
1. Greeley & Hansen**	\$374,466.00	5.14% of Net Const. Cost (\$5,600,000)		
2. Dvirka & Bartilucci	\$585,000.00	8.04% of Net Const. Cost	" "	
3. Cameron Engineering	\$393,120.00	5.40% of Net Const. Cost	" "	
4. LKB	\$410,540.00	5.64% of Net Const. Cost	" "	
5. HAKS	\$446,940.00	6.10% of Net Const. Cost	" "	

* All quotes are inclusive of 30% contingency factor.

** Denotes highest overall technical rating, as well.

DCE/Ops Approval: YES NO

Signature _____

12/11/25
12/12/25

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: December 4, 2014

SUBJECT: CSEA Notification of a Proposed DPW Contract
Pump Station Mitigation – Detailed Design Services
Proposed Contract No. S3P311-10C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services:

Detailed design services for repairs/replacements resulting from Hurricane Sandy, as well as requirements for Code/OSHA compliance items and flood mitigation measures for two (2) sewage pump stations – Sage Lake and Lawrence – both located in the Village of Lawrence (SDD No. 2).

2. The work involves the following:

Scope of Work: Detailed design services to complete thirty-percent (30%) preliminary design documents previously submitted to this Department by others. Services to be provided will include: Division B – Detailed design and Divisions C, D & E – Construction-related services.

3. An estimate of the cost is: \$374,466.00
4. An estimate of the duration is: Fifteen (15) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.



Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:cs

- c: Christopher Fusco, Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas A. Immerso, Sanitary Engineer II ✓
Loretta V. Dionisio, Hydrogeologist II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 19, 2014

SUBJECT: Proposed Personal Services Agreement with Greeley and Hansen
Recommendation of Firm for Detailed Design Services
Pump Station Mitigation
Proposed Agreement No. S3P311-10C

This Department intends to procure detailed design services for repairs/replacements resulting from Hurricane Sandy as well as requirements for Code/OSHA compliance items and flood mitigation measures for two (2) Sewage Pumping Stations – Sage Lake and Lawrence, both located in the Village of Lawrence, N.Y.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from seven (7) firms (listed below) on October 10, 2014. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed design fee (based upon a \$5,600,000.00 construction budget):

Firm Name	Tech Rank	Tech Rating	Proposed Design Fee Percentage	Total Design Fee (Div. B, C, D & E)	Total Design Fee with 30% Contingency
Greeley and Hansen	1	90.00	5.14%	\$288,051.00	\$374,466.00
Dvirka & Bartilucci	2	87.50	8.04%	\$450,000.00	\$585,000.00
Cameron Engineering	3	87.00	5.40%	\$302,400.00	\$393,120.00
LKB	4	87.00	5.64%	\$315,800.00	\$410,540.00
HAKS	5	81.00	6.10%	\$343,800.00	\$446,940.00
Sidney Bowne	6	77.25	7.31%	\$588,200.00	\$764,660.00
Woodard & Curran	7	76.50	13.00%	\$728,000.00	\$946,400.00

As evidenced by the table above, the proposal from Greeley and Hansen received the highest technical rating while both the proposed design fee percentage and total design fee were the lowest submitted, requiring no further clarification as a basis for selection. Accordingly, in our professional judgment, the proposal submitted by Greeley and Hansen, having a significantly higher technical rating and proposing a reasonable design fee, represents the best value to the County.



Office of the County Executive

November 19, 2014

Page 2

Subject: Proposed Personal Services Agreement with Greeley and Hansen, C. E.
Recommendation of Firm for Detailed Design Services
Pump Station Mitigation
Proposed Agreement No. S3P311-10C

The funding for these professional services is available under Capital Project 3P311. It is expected that the full cost of these services will be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

In accordance with the procedural guidelines, CSEA will be notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.



Shifa Shah-Gavnoudias
Commissioner

SSG:KGA:JLD:cs

c: Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas A. Immerso, Sanitary Engineer II ✓
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

DISAPPROVED:


Richard R. Walker 11/18/14
Chief Deputy County Executive Date

Richard R. Walker Date
Chief Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Greeley and Hansen LLC
Address: 100 South Wacker Drive, Suite 1400
City and State: Chicago, IL Zip Code 60606
2. Firm's Vendor Identification Number: 36-1164980
3. Type of Business: ☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☒ Ltd Liability Company ☐ Closely Held Corp. ☐ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Please See Attachment A

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Greeley and Hansen Architects LLC

Greeley and Hansen of Michigan LLC

GH Holdings Latin America LLC

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 9/24/15

Signed: 

Print Name: Clifford M. Pomerantz, P.E.

Title: Member

ATTACHMENT A

County of Nassau
 Department of Public Works
 Consultant's, Contractor's and Vendor's Disclosure Statement

Agreement No. PW-S3P311-10C

Name of Firm: Greeley and Hansen LLC

4. **List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies:**

Name	Address	Member	Position/Title
Harvey A. Brodsky	30 Inverness Lane East Windsor, NJ 08520	Member	
John F. Cassidy	8823 Fort Hunt Road Alexandria, VA 22308	Member	
Edward J. Cronin	16181 Robert Terrell Rd Montpelier, VA 23192	Member	
Joseph M. Gorgan	0N312 Sulley Square Geneva, IL 60134	Member	
Nicole B. Spieles	1944 Edison Avenue Detroit, MI 48206	Member	
Roger J. Cronin	19282 Taylors Creek Rd Montpelier, VA 23192	Member	
Edward M. Gerulat, Jr.	20 Independence Way Jersey City, NJ 07305	Member	
Federico E. Maisch	9816 Brooks Hall Place Richmond, VA 23238	Member	Executive Vice President, Eastern Operations
Clifford M. Pomerantz	20 Brookwood Road South Orange, NJ 07079	Member	
Andrew W. Richardson	360 W Illinois Street Unit 518 Chicago, IL 60654	Member	Chief Executive Officer
Paul J. Vogel	436 Ravine Road Hinsdale, IL 60521	Member	Executive Vice President, Western Operations
John C. Robak	4144 North Claremont Chicago, IL 60618		President & Chief Operating Officer
Joseph R. Geyer	1931 Sunnydale Lane Lisle, IL 60532		Chief Financial Officer

5. **List all names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members.**

Please see Item 4. above.

FDE - CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) **Greeley and Hansen LLC**, a consultant engineering firm having its principal office at **100 S. Wacker Drive, Suite 1400, Chicago, IL 60606** (the "Final Design Engineer (FDE)" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on **June 1, 2017** (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to 2 years by delivering a notice of extension to the FDE at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the FDE under this Agreement consist of the final design and construction phase services for the Pump Stations. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the FDE's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the FDE and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on the FDE or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the FDE as full consideration for the FDE's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the FDE for the FDE's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **three hundred and seventy four thousand and four hundred and sixty six (\$374,466.00)** dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The FDE acknowledges and agrees that all information that the FDE acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent or wrongful acts or omissions of the Contractor or a Contractor Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a

defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of

written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this

Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. **All Legal Provisions Deemed Included; Severability; Supremacy and Construction.**

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of **five hundred and thirty three** dollars (**\$533.00**) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. **Joint Venture.**

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint ventures associated for

the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venture hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint ventures associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

[FULL LEGAL NAME OF CONTRACTOR IN ALL CAPS]

By: GREELEY AND HANSEN LLC

Name: Clifford Pomerantz, PE

Title: Member

Date: 4/24/15

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

[Note to Departments: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)
COUNTY OF ~~NASSAU~~) ss.:
New York

On the 24 day of April in the year 20115 before me personally came Clifford Pomante to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Essex NJ; that he or she is the Member of Greely & Hanson LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Wm. G. Pondello

Mara Gail Pandolfo
Notary Public State of New York
Qualified in Kings County
No. 02PA6206647
Expires May 26, 2017

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A DETAILED SCOPE OF SERVICES

A. Division B - Detailed Design Services

Upon County approval, the FDE agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and cost estimates for the Pump Stations project suitable for public bidding based on this Agreement, the RFP Attachment B – Preliminary Design Package, and the RFP Attachments C and D, which contain Table of Contents of Standard Specifications and list of Standard Details, respectively.

The FDE shall enter into a professional services contract directly with the County. Under a separate agreement, the County has authorized the County's program manager, the Bay Park Recovery Program Management Joint Venture, hereinafter "PM-JV", to serve as the County's agent for the Assignment. The PM-JV's activities will include, but are not necessarily limited to, verifying that the FDE's design conforms to the overall design intent of the County's improvement program, reviewing the FDE's submittals, schedule tracking, review of FDE's payment requests, and tracking progress and status of the assignment and project.

1. Review of the preliminary design documents. If there are exceptions, follow procedure described in Appendix A1 to issue technical memorandum with comments and, if appropriate, issuance of a written amendment to the preliminary design documents. Ultimately, the FDE shall submit to the PM-JV written, unconditional acceptance of the preliminary design documents as finalized.
2. Amend or update the preliminary design documents (RFP Attachment B) prepared by the PM-JV. The PM-JV will furnish to the FDE native electronic files for the FDE's use in amending or updating the preliminary design documents, which are to be submitted by the FDE at the Draft (60% design completion) submittal stage.
3. In order to identify the scope of work pertaining to hazardous materials, if any for this facility (or these facilities), the FDE shall conduct a hazardous materials survey of all structures and equipment to be demolished, removed and disposed of under this project and document the findings in a survey report as part of the final design. The hazardous materials to be addressed include, but are not limited to, asbestos-containing materials, lead paint, mercury and PCB. The Final Design will include the Final Survey Report and requirements that the Contractor follow all Federal, State and local requirements for proper abatement, handling, transport and disposal of all hazardous materials.
4. Design Milestones: Submit Draft (60% design completion), Pre-Bid (90% design completion) and Bid Ready (100% design completion) documents for PM-JV review. Components of each such submittal shall include drawings, specifications, other documents that shall be included in the Bid Ready documents, and updated construction cost estimate.
5. For each submittal, the submitted documents shall be furnished in printed and electronic format. Unless a lesser quantity is acceptable to the County and PM-JV, furnish ten, full-sized printed copies (on bond paper) for each submittal, and furnish electronic copy transmitted in form mutually acceptable to the FDE and PM-JV (e.g., compact disc, thumb-drive, or transmitted via e-mail or ftp: site). Electronic copies shall be in both portable document format (PDF) and native file format, unless otherwise agreed upon by the FDE and PM-JV. The County shall have the required number of sets of bid documents printed without the assistance of the FDE.
6. Design Milestone Delivery Dates: Due to the critical nature of this project, the County intends that it be advanced under an aggressive time frame. The Detailed Design Services (Division B) shall be completed within 180 calendar days of the County's authorization to begin services (NTP). Schedule shall accommodate a minimum of 2 weeks of review time for each design submittal package. Below are the milestone dates, if the FDE misses any milestone the County reserves the right to cancel the remainder of the agreement.

Milestone #1: Draft Submittal (60% Design)	90 days from NTP
Milestone #2: Pre-Bid Submittal (90% Design)	135 days from NTP
Milestone #3: Bid Ready (100% Design)	180 days from NTP

7. Drawings: The contract drawings shall be prepared using Autodesk AutoCAD software in a version acceptable to the County/PM-JV. The PM-JV has prepared AutoCAD drawings as part of the preliminary design phase and will furnish to the FDE native files upon award of the contract to the FDE. Such existing AutoCAD files are in 2D format. **FDE shall prepare bid documents to sufficient detail to clearly depict the scope of work. The use of photographs is acceptable to achieve this goal especially where no existing drawings are available.** The PM-JV has prepared a set of standard details to be used as a starting point by the FDE. FDE shall develop the project details, to the extent possible, from the PM-JV-developed standard details. The FDE shall be responsible for developing all project details, whether or not developed from the standards furnished by the PM-JV. FDE shall have complete professional liability for the project specifications, whether or not developed from the standards furnished by the PM-JV.
8. Specifications: County/PM-JV shall furnish a copy of the County's standard "front-end" documents for bidding and contracting requirements, including the Notice to Bidders, Instructions to Bidders, Proposal (bid form), Agreement, and General Conditions. The Proposal forms, Supplementary or Special Conditions, Division 1 specifications, and all other sections of the specifications shall be developed by the FDE. Bidding and contracting requirements and the specifications shall be organized in accordance with the Construction Specifications Institute's MasterFormat 1988 edition (e.g., 16 Divisions plus the "front-end"). The PM-JV has prepared a set of standard specifications to be used as a starting point by the FDE. FDE shall develop the project specifications, to the extent possible, from the PM-JV-developed standard specifications. The FDE shall be responsible for developing all project specifications, whether or not developed from the County's standard specifications. FDE shall have complete professional liability for the project specifications, whether or not developed from the standards furnished by the PM-JV.
9. Cost Estimate: A complete construction cost estimate, including all construction factors, allowances (if any), alternate bid items, contingencies, costs for the construction contractor's "general conditions" and "Division 1" costs, and contractor's overhead and profit, shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above. The estimates shall be developed in accordance with the following standards:

a. Design Development – Construction Cost Estimate

Develop a Design Development construction cost estimate, based upon a 60% +/- design at the end of the 60% Design Development Phase of the project. This shall be considered a Class 2 cost estimate in accordance with AACE International Recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

Develop a Design Development construction cost estimate, based on the 90% +/- design at the end of the 90% Design Development Phase of the project. This shall be considered a Class 1 cost estimate in accordance with AACE International Recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

b. Construction Drawing Phase (CDP) – Construction Cost Estimate

Develop a CDP construction cost estimate, based upon a 100% +/- design at the end of the CDP of the project. This shall be considered a Class 1 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

c. Estimate Methodology

Estimates shall be clearly quantified and detailed as to Labor, Material, and Equipment (construction assistance) components for each Pump Station. All estimated Labor shall be developed using current wage rates, crew-based detail, and specific assigned productivities. All estimated Material shall be developed using current local pricing or vendor quotations. All estimated Equipment used for construction assistance shall be clearly defined and costs shall be based on current rental and operating rates. Lump sums or plug numbers should be rarely used and only in cases of scope uncertainty (typically at early design phases) or for quoted prices from Subcontractors that have included all Labor, Material, and Equipment within their quote. Submitted estimates shall contain backup for all pricing components as required.

Provide Markups/Add-On cost factors for all “Below-the-Line” costs, such as Overhead, Profit, Escalation to the Midpoint of Construction, Insurance, and Bond. These factors need to be clearly defined and justified by current construction market standards. Provide backup for all escalation calculations and any relevant allowance or unit price calculations. General Conditions costs are to be estimated in detail and not applied as a factor. Design Contingencies are to be applied in accordance with the design level and AACE Class.

Estimates can be provided in either spreadsheet format (such as Excel) or database formats (such as Sage Timberline). Estimates shall be organized into clear Work Breakdown Structure (WBS) formats at all design levels. Estimate report formats shall be determined by the County/PM-JV, but at a minimum shall include estimate summary reports and detailed estimate reports.

d. FEMA Cost Breakdowns

At the start of the design development, all items that are determined per PM-JV-provided criteria to be reimbursable by FEMA funds shall be segregated and independently estimated at each design level. Final bid documents are required to contain clear bid scope line items for any items that will be reimbursed by FEMA.

e. Deliverables

For each design milestone provide working digital copies of all estimates, as well as PDF versions of all Basis of Estimate reports and estimate summary and detailed reports. All estimates are subject to County/PM-JV review and if any deficiencies are noted or corrections are required, the estimates shall be returned for resubmission for no additional compensation.

10. Attend review meetings with the County and the PM-JV **as required** to review job progress and to resolve design issues and address and resolve other questions. The FDE shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees. **Meetings may be conducted as conference calls or net meetings, with the exception of meetings held after milestone deliverables which will be organized as a face-to-face meeting.**

11. Prepare and submit the necessary Environmental Impact Forms.
12. Prepare permit applications, reports, documents, submittals, written responses and revised materials required by authorities and agencies having jurisdiction. **This work task shall not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The FDE must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed.** Typical regulatory agencies involved in our Environmental Engineering Projects may include but shall not be limited to the following:
 - a. Nassau County Fire Marshal - code compliance for fire protection systems (smoke alarms, sprinklers, etc.).
 - b. Nassau County Health Dept. - code compliance for hazardous chemical storage/conveyance systems, potable water protection devices, etc.
 - c. New York State Dept. of Environmental Conservation – Title V Plant-wide Source Emissions Permits, dewatering application/permit submittals, wetland permits, process related permits, grant related submissions, SPDES General Permit-02 for runoff from construction sites, etc.
 - d. New York State Environmental Facilities Corp. - N.Y.S. Revolving Loan Program required submissions.
 - e. Recommendations by County's Insurance Bureau.
 - f. Other Local agencies (Towns, Villages.)
13. Submit written responses to all County and PM-JV review comments.
14. Make periodic site visits as necessary for a complete understanding of the existing facilities and systems operations.
15. Attend and facilitate pre-bid meeting.
16. Review all comments and/or questions posed by prospective bidders. Keep a log of such comments/questions and prepare a draft written response to each for review and comment by the County/PM-JV.
17. Prepare all necessary addenda to the contract documents.
18. Review all bid proposals received and provide representation at the pre-award meetings. Submit a written recommendation regarding award of the construction contracts.
19. If requested, the FDE shall provide copies of any and all design calculations.
20. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the FDE's final construction cost estimate, by more than fifteen (15) percent, the County may require the FDE to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The FDE is responsible for obtaining construction budget information from the County.

The FDE shall not commence the services described in Divisions C, D and E until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.

B. Division C - General Inspection Services

Prior to and during the course of project construction, the FDE shall perform the following General Inspection Services:

1. The estimated construction period for this assignment is expected to be approximately 550 calendar days.
2. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the PM-JV with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide eight (8) hard copies of the conformed contract documents.
3. Provide representation at the site(s) pre-construction conference.
4. Review and approve detailed construction, shop and erection drawings.
5. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
6. Review all laboratory, shop, mill, material and equipment test reports.
7. Prepare supplemental sketches, if required, to reflect actual field conditions.
8. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
9. Assist the County and PM-JV in interpreting the construction contract documents.
10. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
11. Arrange for the FDE's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
12. Witness and provide a written report on shop tests for all major equipment.
13. Provide consultation on special construction problems by specialists in specific fields of work.
14. Assist the County and the PM-JV in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

15. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractor's Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the FDE's periodic site visits. This task shall include, but not be limited to the following:

- a. That all equipment is shown as installed and that furnished dimensions are correct.
- b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
- c. That all changes, additions and deletions are shown.
- d. That the record drawings are legible and clearly drawn.
- e. That all supplemental and detailed drawings are included.

16. Check Prime Construction Contractor prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

C. Division D - Facility Operation and Maintenance Manual

Under this division of work, the FDE shall provide an Operation and Maintenance Manual for each pumping station ("O&M Manual") using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the pumping facilities, process control strategies, start-up and shutdown procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual will coincide with each segment of construction. A draft version of the O&M manual will be submitted for county review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Fifteen (15) copies of the draft O&M Manual will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the PM-JV Standard Operating Procedures (SOPs) to assist County staff in the routine operation and monitoring of the new facilities, equipment and/or pump stations. These SOPs will be site and equipment specific and be stand-alone documents with a maximum length of two (2) pages. The SOPs are to be mounted, laminated and then posted near the appropriate equipment or control panel. Two (2) additional copies of the SOPs will be filed in the Plant Operations office, and a copy included in the appropriate O&M manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County and PM-JV. The software is to be compatible with existing County software and if not, the FDE will supply additional copies of the software to the County.

Both of these documents will be developed in accordance with the existing manuals and guides (examples are available for the FDE's review).

Add/remove equipment associated with this project on the Plant's Equipment Asset Inventory database.

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County. The software is to be compatible with existing County software and if not, the FDE will supply additional copies to the County.

D. Division E - Facility Start-Up, Staffing and Training Services

Under this division of work the FDE shall provide the following services:

1. Start-Up Services.

- a. The FDE shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the Pump Stations.
- b. Scheduling. The FDE, in conjunction with the County and PM-JV, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
- c. Start-Up Assistance. The FDE shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
- d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Pump Stations. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, FDE and construction FDEs). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.
- e. Establish Process Parameters. The FDE shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up procedures shall contain complete information pertaining to control of the equipment and process trains associated with the Pump Stations.
- f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the FDE shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of the Pump Stations. The FDE shall provide recommendations for upgrading existing record-keeping, checklists and logs for

all components associated with these systems and develop new checklists and logs for new or modified plant processes.

- g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The FDE shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.
- h. Process Optimization. The FDE shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

2. Training Services.

- a. The FDE, in conjunction with the County and PM-JV, shall assist in the coordination of manufacturer's training for all new components of the Pump Stations. This training shall be geared toward the following areas:

- i. Process theory/process control.
- ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
- iii. Preventative/corrective maintenance.
- iv. Safety.
- v. Laboratory training.
- vi. "Hands-on" training.

- b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.
- c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the FDE and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.

3. One (1) Year Project Operating Report.

- a. The FDE shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the FDE shall prepare an evaluation of the Pump Stations for review and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

APPENDIX A1
FINAL DESIGN ENGINEER'S ASSUMPTION OF PROFESSIONAL LIABILITY

As part of its services to the County, the FDE shall review the PM-JV's preliminary design documents and submit to the PM-JV and County one of the following: 1) Unconditional written acceptance of the PM-JV's preliminary design documents, or 2) Detailed, written comments taking exception to specific elements of the preliminary design presented in the PM-JV's preliminary design documents.

In the event of the latter alternative (written exceptions to the preliminary design), the FDE's comments shall be detailed and present a clear technical case, based on generally-accepted engineering and physical principles, indicating the specific reasons for such exceptions. A technical memorandum shall be included with the comments.

FDE's fee on the payment schedule shall include performing the review of the preliminary design documents, preparing and submitting written comments/exceptions, and two meetings with the PM-JV regarding the preliminary design documents. Meetings will be at a location mutually acceptable to the FDE, County and PM-JV. If required, the FDE shall make revisions to the preliminary design documents, including issuance of a written amendment to the preliminary design documents, if appropriate.

Ultimately the conclusion of such efforts shall be the FDE's written, unconditional acceptance of the preliminary design documents. After the FDE has furnished written acceptance of the preliminary design documents, the FDE shall be the design professional in responsible charge for the assignment in accordance with applicable laws and regulations, including New York State laws and regulations pertaining to the practice of professional engineering (including, but not limited to, the Rules of the New York State Board of Regents, Part 29.3, Paragraph a.3). Accordingly, FDE shall have sole and complete professional liability and responsibility for the assignment and entire project, including the preliminary design documents as finalized.

**APPENDIX B
PAYMENT SCHEDULE**

Payment to the FDE for all services as outlined in "Appendix A," including any extra services that may be authorized under this Agreement, shall be made as follows:

Detailed Design (Division B) & Construction Related Services (Division C, D & E) – The FDE shall be paid a fee equal to a percentage of the net total cost of construction exclusive of Extra Services and Reimbursable expenses to cover all costs associated with all work to complete Divisions B, C, D, and E as outlined in the appropriate sections of Appendix A. The percentage of construction cost for the total project let will be determined by a straight line interpolation between the limits of construction as delineated as follows:

NET CONSTRUCTION COST	DESIGN FEE PERCENTAGE
\$ 6,800,000 and above	4.80 %
\$ 6,200,000	4.89 %
\$ 5,600,000	5.14 %
\$ 5,000,000	5.76 %
\$4,400,000 and Below	6.55 %

An initial estimated construction cost of \$ 5,600,000 will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

For the design and construction phases, including the construction administration phase (Division B, C, D & E), the FDE's fee shall be payable as follows:

Phase of Work	% of Fee
Detailed Design	60%
General Inspection Services	33%
Facility Operation and Maintenance Manual	3%
Facility Start-Up, Staffing and Training Services	4%

Partial Payments - The FDE's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner.

Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Contractor having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Construction Costs - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

1. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
2. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors made by the Contractor in the preparation of the contract documents.
3. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
4. Work for which the Contractor has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Contractor to perform additional services, then, subject to the approval of the Commissioner, the Contractor shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Contractor to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Contractor shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Contractor.

Extra Services or Additional Costs - If the Contractor is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one **hundred seventy five dollars (\$175)** per hour.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Andrew W. Richardson, P.E. BCEE (Name)

100 S. Wacker Drive, Suite 1400, Chicago, IL 60606 (Address)

312-558-9000 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.

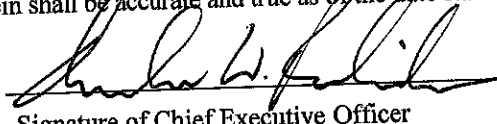
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

April 16, 2015
Dated


Signature of Chief Executive Officer

Andrew W. Richardson, P.E., BCEE
Name of Chief Executive Officer

Sworn to before me this

16th day of April, 2015
Darlene Henderson

Notary Public



Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request,

submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or FDE who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

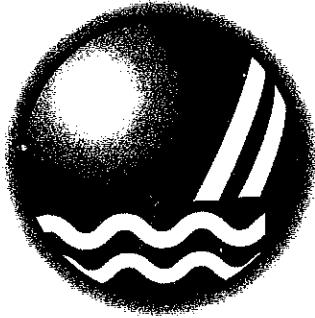
- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or FDE who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or FDE that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract. Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



**NY State Revolving Fund
MWBE / EEO / AIS**

Bid Packet for

Non-Construction Contracts

Effective October 1, 2014

**New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
(800) 882 9721
P: (518) 402-7396 F: (518) 402-7456
www.efc.ny.gov**

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BID PACKET FOR NON-CONSTRUCTION CONTRACTS

NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS Administered by the New York State Environmental Facilities Corporation (EFC)

"Non-Construction Contracts" means any written agreement, and amendment(s) thereto, where the recipient is committed to expend or does expend funds in return for labor, services (including legal, financial, technical, and other professional services), travel, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency.

Contents of Bid Packet

Part 1: REQUIRED CONTRACT LANGUAGE 4

The required contract language to be inserted into all non-construction contracts to satisfy Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE), Minority & Women Owned Business Enterprise (MWBE), American Iron and Steel (AIS) and some other Clean/Drinking Water State Revolving Fund (SRF) Program requirements

Part 2: GUIDANCE MATERIALS 12

A description of the program requirements as they relate to non-construction contracts funded in whole or in part by the New York State Revolving Funds – all contracts and subcontracts.

Checklists summarizing important required forms or steps to be completed by the Contractor are included at the end of this section.

Part 3: REQUIRED FORMS 32

Copies of required forms are included at the end of this packet for the Service Provider's use. All forms can be found on the EFC website (www.efc.gov).

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PART 1: REQUIRED CONTRACT LANGUAGE

This Part 1 is to be inserted in its entirety for ALL non-construction contracts and subcontracts funded in whole or in part with SRF funds.

Check EFC's website (www.efc.ny.gov) for updates.

****Please note that the contractual language in its entirety is not necessarily applicable to all projects. Information is provided in parentheses below each program section within to identify circumstances when certain language is not applicable.****

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REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

***** (Applies to all contracts) *****

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and state laws, regulations, and executive orders applicable to this Project:

Defined Terms:

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/.

The term "Service Providers" means those who provide the following: legal, engineering, financial advisory, technical, or other professional services; supplies, commodities, equipment, materials, and travel.

The term "subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Service Provider.

The term "EEO policy statement" means a statement of the Service Provider and subcontractor setting forth at least the following:

- (i) A statement that the Service Provider will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of Service Provider's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the Service Provider's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's

Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "State" means the State of New York.

The term "Treatment Works Project" means a Clean Water Act (CWA) Section 212 project. Examples include new, expanded or rehabilitated wastewater plants; sludge treatment and disposal facilities including biosolids reuse; collector, trunk and interceptor sewers; sewer rehabilitation and infiltration/inflow correction; municipally-owned sewers and treatment capacity for industrial wastewater; combined sewer overflow (CSO) abatement; stormwater resiliency and pollution abatement; energy initiatives, including energy efficiency and on-site power generator for treatment plants and sewer systems; water treatment plant filter backwash and sludge treatment; water efficiency projects, including conservation and reuse of water; septage hauling and marine vessel pump out/treatment facilities; publically-owned water conservation/reuse devices or systems; and security measures for wastewater treatment plants and sewer systems.

The terms "Nonpoint Source Projects" and "Green Infrastructure Project" mean a CWA Section 319 Project. Examples include green infrastructure projects that manage stormwater, such as constructed wetlands, biofilters, porous pavement and green roofs; waterbody restoration including stream bank stabilization and drainage erosion and sediment control; restoration of riparian vegetation, wetlands and other water bodies; land acquisition or conservation easements for water quality protection; stormwater management facilities, such as street sweepers and catch basin vacuum vehicles, sediment traps and basins; and capping and closure of municipal solid waste landfills, landfill reclamation, landfill leachate collection, storage and treatment of landfill gas collection and control systems.

The term "Estuary Management Program Project" means a CWA Section 320 Project. Examples include projects necessary to implement the EPA-approved Estuary Conservation and Management Plans for the New York-New Jersey Harbor, Peconic Bay; and Long Island Sound Estuaries.

EEO AND MWBE LANGUAGE, GOALS AND OTHER PROGRAM REQUIREMENTS

*****(Applies to all contracts)*****

Interpretation:

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

Representations and Acknowledgements of Service Provider:

The Service Provider acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The Service Provider represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts, and an MWBE Utilization Plan (prime Service Providers only), **prior to the execution of this contract.**

Suspension/Debarment - The Service Provider is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the Service Provider nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

Equal Employment Opportunity (EEO), Affirmative Action, MWBE and Other Covenants:

Service Provider and subcontractor shall comply with all federal and state laws, regulations, and executive

orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/, including but not limited to the Bid Packets.

With respect to this contract, the Service Provider and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

MWBE PROGRAM

****Applies to all: (1) Service Provider Contracts greater than \$25,000
(2) Contracts that are initially under this thresholds but subsequent change orders or contract amendments increased the contract value above \$25,000
(3) Change orders greater than \$25,000)****

MWBE Goals - The Service Provider agrees to pursue MWBE goals in effect at the time of execution of this contract. The MWBE goals shall be applied to the total amount being funded pursuant to the grant agreement or project finance agreement with EFC.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

Service Provider shall solicit participation of MWBE firms (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The Service Provider must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The Service Provider agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, Service Provider will reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.ny.newnycontracts.com/>.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

MWBE Utilization Plan (MWBE Utilization Plan requirements apply to Service Provider. MWBE Utilization Plans are submitted to the SRF Recipient's minority business officer (MBO) prior to execution of a contract.) – Each Service Provider shall prepare an MWBE Utilization Plan, and any subsequent revisions or amendments thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the Service Provider's proposed MBE and WBE utilization for this contract and the MWBE participation goals established for this contract by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied, for certification from ESD.

In the event that the Service Provider's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, the Service Provider shall complete a waiver request as hereinafter referenced.

Submission – Within 30 days of execution of this contract, the Service Provider shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

Compliance – The Service Provider agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

Waivers – If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals then, prior to execution of a contract, the Service Provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. The Service Provider is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from the Recipient, the Service Provider shall respond with a written remedy to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

The Service Provider shall comply with the requirements set forth in the Bid Packets regarding waivers.

Required Reports – MWBE Monthly Report – The Service Provider agrees to submit a report to the Recipient by the 3rd business day following the end of each month over the term of this contract documenting the payment made and the progress towards achievement of the MWBE goals of this contract.

EEO PROGRAM

*** (Applies to all Service Provider Contracts and Subcontracts) ***

EEO Workforce Staffing Plan

All Service Providers and their subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the Service Provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted to the Recipient prior to execution of a contract.

Required Reports - EEO Workforce Utilization Reports

During the term of this contract, the Service Provider and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. The Service Provider shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Service Provider and subcontractor's workforce does not change within the Quarterly period, the Service Provider shall notify the Recipient in writing.

DISADVANTAGED BUSINESS ENTERPRISES

*** (Applies to all contracts) ***

The Service Provider and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Service Provider and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Service Provider and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Service Providers and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

REMEDIES

*** (Applies to all contracts) ***

Upon a determination by the Recipient of the Service Provider's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, the Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If the Service Provider or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

The Service Provider and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts, and an MWBE Utilization Plan, and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of Service Provider non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or NYSEFC that the Service Provider is not in compliance with the requirements herein or refuses to comply with such requirements, or if the Service Provider is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Service Provider shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Service Provider achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, the Service Provider shall pay such liquidated damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Service Provider has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

RESTRICTIONS ON LOBBYING

(Applies to all contracts greater than \$100,000)

The Service Provider and subcontractor executing a contract in excess of \$100,000 agree to provide to the Recipient an executed Certification For Contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34, in the form attached hereto, consistent with the requirements of 40 CFR Part 34.

AMERICAN IRON AND STEEL (AIS) REQUIREMENT

(Applies only to Equipment and Material Supplier contracts)

The Service Provider acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF) financial assistance ("Purchaser") that the Service Provider understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (EFC) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Service Provider pursuant to this Agreement.

The Service Provider hereby represents and warrants that:

- (a) the Service Provider has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in

the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and

- (c) the Service Provider will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Service Provider shall permit the Recipient to recover as damages against the Service Provider any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Service Provider has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Service Provider agree that the EFC is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EFC.

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PART 2:

GUIDANCE MATERIALS

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INTRODUCTION

A description of requirements as they relate to non-construction contracts funded in whole or in part by the New York State Revolving Funds:

Applicability:

This guidance applies to Service Provider (Non-Construction) contracts are written agreements where the SRF recipient (Recipient) commits to expend funds for services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

Purpose of Documents:

This guidance is designed to complement the required contract language as set forth in Part 1 – Required Contract Language, by providing additional information intended to assist SRF Recipients and bidders in complying with EEO, MWBE, and other requirements of the SRF programs, including:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 – “Participation by Disadvantaged Business Enterprises in US EPA Programs”
- Restrictions on Lobbying

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet all the requirements of MWBE & DBE regulations in a timely manner may result in withholding of disbursements of SRF funds or other remedies as cited in the SRF financing agreement. This may affect the Service Provider's payments. If this is a project with a not-for-profit entity, please contact EFC for appropriate guidance.

Reference the EFC website to ensure the most recent forms and language. (<http://www.efc.ny.gov/>)

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each Service Provider on an SRF funded project in order to comply with federal and New York State laws and regulations.

SECTION 1 EQUAL EMPLOYMENT OPPORTUNITY

(Applies to all contracts)

A. WORKFORCE DIVERSITY

Service Providers are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects on the EEO Workforce Utilization Report. The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC's website in the Prime Contractor Folder.

B. EEO POLICY STATEMENT

The EEO Policy Statement is documentation of a Service Provider's policy of non-discrimination in accordance with federal and state laws. The EEO Policy Statement must: be submitted to the Recipient's minority business officer (MBO) as part of any bid proposal; include language as defined above (see Required Terms for Project Contracts and Subcontracts – EEO Policy Statement definition); and be signed by each potential bidder.

The EEO Policy Statement can be found in the required forms section of this document and on EFC's website.

C. EEO WORKFORCE STAFFING PLAN

With the Bid, or when offering services, each Service Provider shall submit to the SRF Recipient an EEO Workforce Staffing Plan estimating the anticipated work force to be utilized on the project. The EEO Workforce Staffing Plan shall include information on the Service Provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories.

Blank EEO Workforce Staffing Plans are found in the Required Forms section of this document and on EFC's website.

D. EEO WORKFORCE UTILIZATION REPORTS

Upon the execution of the contract and monthly thereafter, the Service Provider shall submit to the Recipient's MBO an EEO Workforce Utilization Report that documents the actual labor hours worked by ALL Service Provider AND subcontractor employees during the prior month period, on activities related to the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

The EEO Workforce Utilization Report is part of the MWBE Monthly Report forms. Both the EEO Workforce Utilization Report and MWBE Monthly Report are found on the EFC website in the Prime Contractor folder.

All EEO Workforce Utilization Reports submitted by the Service Provider and subcontractor must reflect a separation of the workforce utilized in the performance of this contract from the Service Provider or subcontractor's total workforce. The EEO Workforce Utilization Report must indicate that the information provided relates to the actual workforce utilized. If the Service Provider or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient, the Service Provider shall submit the EEO Workforce Utilization Report and indicate that the information provided is the Service Provider or subcontractor's total workforce during the subject time frame, not limited to work specifically under a particular contract.

SECTION 2 MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE and DISADVANTAGED BUSINESS ENTERPRISE

*** (DBE Applies to all contracts*

*MWBE Applies to all: (1) Service Provider Contracts greater than \$25,000
(2) Projects that are initially under this thresholds but subsequent contract
amendments increased the contract value above \$25,000
(3) Change orders greater than \$25,000)***

A. MWBE REQUIREMENTS

Recipients, Service Provider and subcontractors must comply with New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development).

Non-construction contracts, for the purposes of SRF MWBE compliance, are written agreements between an SRF Recipient and a Service Provider (or subcontractor) whereby the SRF Recipient commits to expend funds for the services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof in support of an SRF financed project.

Amendments or change orders for such non-construction contracts with a value greater than \$25,000 may be subject to MWBE requirements as well. The Service Provider is to seek additional MWBE participation for the additional value of the contract unless EFC determines otherwise.

If contracts with a value of \$25,000 or less have subsequent change orders or amendments that bring the total contract value to greater than \$25,000, the full value of the contract will then be subject to MWBE requirements.

B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

Based on the report, "The State of Minority and Women-Owned Business Enterprise: Evidence of New York, April 29, 2010" (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout New York State. Service Providers are required to solicit participation of MWBE firms (including subcontractors, consultants, and service providers) for SRF funded projects.

MWBE participation goals will be based on the execution date of each respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF grant agreement or project finance agreement.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

10/1/2011 – 9/30/2012	MWBE Combined Goal*
All counties	10%

*May be any combination of MBE and/or WBE participation

10/13/2010 – 9/30/2011	MBE Goals	WBE Goals
All other counties non-NYC	8.8%	8.8%
New York City and Long Island Region (Bronx, Brooklyn, Manhattan, Queens, Staten Island, Nassau, Suffolk)	18.8%	20.5%

C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive MWBE participation credit, Service Provider that have been identified in an approved MWBE Utilization Plan (See Subsection D1 below for more information) must be certified as an MBE or WBE by the Division of Minority and Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications

pending with ESDC.

Prime Service Providers that are certified MWBE firms will receive credit for MWBE participation.

A list of firms certified in New York State can be found on the ESD website at <http://www.ny.newnycontracts.com>. Searches can be performed by the business name and commodity code or business description.

D. NON-CONSTRUCTION CONTRACTOR'S MWBE RESPONSIBILITIES

At the Time of Bid (if applicable):

The completed forms listed below shall be part of the official bid submission by each competing Service Provider:

- **EPA Form 6100-3 "DBE Subcontractor Performance Form"**

Each potential bidder shall complete this form and submit it to the MBO for each MWBE firm contacted during the bid or proposal preparation process, and make reasonable efforts to obtain signatures from the MBEs and WBEs contacted. This form shall be completed by each potential subcontractor and submitted to the MBO as part of the bid submission.

- **EPA Form 6100-4 "DBE Subcontractor Utilization Form"**

This form shall be completed by each potential bidder and submitted to the MBO as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

NOTE: The EEO Policy Statement should be completed and submitted at this time.

Prior to Award of the Contract:

- **EPA Form 6100-2 "DBE Subcontractor Participation Form"**

Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was sent to the MWBE Subcontractors. (See Part 3: Required Forms)

After Award of the Contract:

Each prime Service Provider is obligated to seek MWBE participation and document their good faith efforts to meet MWBE goals.

1. MWBE Utilization Plan (UP)

a. **Due Date:** MWBE UPs are required to be submitted to the MBO no later than the date of execution of the contract.

b. **Preparation:** Each Service Provider shall prepare an MWBE UP that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE UP will reflect the EFC MWBE goals that apply to the contract as well as the Service Provider's anticipated MWBE participation. The Service Provider will transmit the completed MWBE UP form, with all pages filled out, to the MBO. Blank MWBE UP forms are available on the EFC website.

MWBE UP revisions should be submitted to the MBO, with the next monthly report. When an MWBE UP is revised due to execution of a change order, the change order should be submitted to the MBO with the revised MWBE UP.

c. **NYS Certified:** The MBEs and WBEs identified in the MWBE UP must be certified by, or have applied for certification from:
Empire State Development Corporation
Division of Minority and Women's Business Development

625 Broadway
Albany, New York 12245
Phone: 1-800-782-8639
<http://www.ny.newnycontracts.com>

- d. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase; during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Service Provider.
- iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.

MBE/WBE goal crediting:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
 - ii. No credit will be granted for MBEs and/or WBEs that do not provide a commercially useful function
- e. **Waiver Request:** If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Service Provider shall complete the waiver request portion of the MWBE Utilization Plan, attach appropriate documentation, and submit it to the MBO. **See Section F for more information.**
- f. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE UP. Upon review and application of the requirements set forth in this guidance, if the MBO finds the UP acceptable, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the Service Provider to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the Service Provider from either the MBO or EFC, the Service Provider shall respond with a written remedy to such notice within seven (7) business days.

In coordination with the MBO, EFC will accept a UP upon consideration of many factors, including the following:

- i. The UP indicates that the MWBE proposed goals for the project will be achieved;
 - ii. A prime Service Provider, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are required;
 - iii. Adequate documentation to demonstrate good faith effort and/or support a specialty equipment/services waiver as described in Section D2.
- g. **UP Acceptance:** Within 10 days of the final acceptance of a MWBE Utilization Plan or Waiver Request, EFC will post the approved MWBE Utilization Plan or Waiver Request on the EFC website.

- h. **Conditional UP:** In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.
- i. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the approved MWBE UP is no longer valid, the Service Provider shall indicate the changes to the MBO in the next monthly report. At EFC's discretion, a completely revised MWBE UP form and good faith effort documentation may be required to be submitted.
- j. **Projects Co-Funded with other state/federal agencies:** In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals and established by those agencies.

2. Good Faith Effort Documentation

Prime Service Providers shall maintain documentation of their efforts to solicit participation of MWBE firms for SRF-funded projects in an effort to meet the appropriate goals. In the event respective goals are not achieved, the Service Provider must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with or obtaining supplies or services from MBEs or WBEs.
- Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website on a statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
- Copies of timely solicitations and documentation that the Service Provider offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

The Service Provider is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the Contract Reporter that is free to all Service Providers - <https://www.nyscr.ny.gov/>. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.
- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.
- A written demonstration that the Service Provider offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Service Providers on another SRF funded project.
- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
- Any other information or documentation that demonstrates the Service Provider conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, prime Service Provider and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects
- The use of certified Disadvantaged Business Enterprises (DBE), Small Business Administration (SBA), and Veteran-Owned Small Businesses (VOSB) may be considered as a demonstration of Good Faith Efforts.

3. Subcontract Agreements

The Service Provider shall submit copies of all legally signed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:

- a. Actual dollar amount of the subcontract;
- b. A job description of the work to be performed by the subcontractor;
- c. Signatures of both parties;
- d. Date of execution;
- e. MWBE language (included in this bid packet); and
- f. A signed EEO Policy Statement Agreement (See Required Forms).

NOTE: Purchase orders must be sent with copies of both sides of cancelled checks.

4. Monthly Reports

The Service Provider must submit monthly MWBE payment reports supplemented with proof of payment to the MBO. Blank monthly report forms are available on EFC's website

or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the Service Provider must provide documentation to the MBO that subcontractors have been paid within 30 days of receipt of payment from the Recipient.

The final monthly payment report must reflect all Utilization Plan revisions and all change orders.

5. Other Service Provider Responsibilities

- a. Continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to an MWBE Utilization Plan must be documented in the next monthly report to the MBO for approval.
- b. Provide written notification to the MBO and EFC of any termination of an MBE or WBE subcontractor. This should be reported as part of the revised MWBE Utilization Plan or in a monthly report.
- c. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.
- d. Make all MWBE documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
- e. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
- f. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

Additional guidance and requirements pertaining to the preparation and submission of the MWBE Utilization Plans can be found in the Part 1: Required Contract Language.

NOTE: Failure by the Service Provider to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the Service Provider of any contract requirements including the completion of the project within the specified contract time.

E. SUBCONTRACTOR'S MWBE RESPONSIBILITIES

Subcontractors are those individuals or business enterprises that contract directly with Service Providers. Subcontractors should:

1. Maintain their MWBE certifications, and notify the Service Provider and MBO of any change in their certification status.
2. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
3. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.

4. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the Service Provider prior to submission of the bid (if applicable). Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the Service Provider prior to award of contract.
5. Ensure that a required EEO Policy Statement is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.
6. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
7. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the subcontractor is not employed as described in the MWBE Utilization Plan.
8. Perform the subcontracted scope of work in a professional and timely manner.

F. WAIVER REQUESTS

Each Service Provider is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a Service Provider may find that it is not possible to meet the MWBE goals. In that case, the Service Provider shall request a waiver from the goals.

Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO information is submitted as part of the Monthly Report.

1. **Preparation:** The Service Provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO along with adequate good faith effort documentation and a letter explaining why the waiver is necessary.
2. **Waiver Review:** The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
3. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:
 - a. equipment is made by only one non-MWBE manufacturer,
 - b. the technical contract specifications call for equipment that is not available through an MWBE supplier;
 - c. the equipment is constructed on site by specially trained non-MWBE labor;
 - d. the service is not available through an MWBE (such as work done by National Grid);
 - e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or
 - f. the service cannot be subcontracted (such as litigation services).

If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount to determine the MWBE Eligible Amount and the goals would be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

Example:

\$200,000	-	\$50,000	=	\$150,000
(Contract)		(Specialty equipment/service)		(MWBE Eligible Amount)

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described and the cost of each item. Additional documentation may be requested by the MBO or EFC.

G. PROTESTS/COMPLAINTS

Subcontractors or Service Providers who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

H. WASTE, FRAUD AND ABUSE

Subcontractors, contractors, Service Provider, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the EPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3268.

I. REMEDIES

If a Recipient makes a determination that a Service Provider has been non-responsive, is non-responsive, or is in breach as a result of a failure to comply with the program requirements discussed in Part 1: Required Contract Language, Recipient may withhold funds under the contract or take such other actions, impose liquidated damages or commence enforcement proceedings.

If a Service Provider or subcontractor fails to submit to Recipient an EEO policy statement within the required timeframe, Recipient may declare the contract to be null and void.

A failure to submit and/or adhere to an EEO policy statement and an MWBE Utilization Plan, and any other required reports, shall constitute a material breach of the terms of the contract between the Service Provider and Recipient, and justify a finding of Service Provider non-responsiveness.

SECTION 3 RESTRICTIONS ON LOBBYING

***** (Applies to contracts greater than \$100,000) *****

Each Service Provider and subcontractor which has a contract with Recipient exceeding \$100,000 shall provide to the Recipient an executed certification on the form provided, that it will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

SECTION 4 AIS REQUIREMENTS

*** (Applies only to Equipment and Materials Supplier contracts) ***

American Iron and Steel (AIS) requirements apply to any federally funded construction contract that meets all of the following conditions:

- For the construction, alteration, maintenance, or repair of public water system or treatment works;
- That execute a financial assistance agreement with the NYS Environmental Facilities Corporation (EFC) after January 17, 2014 for assistance through either the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF), and
- Did not have the project plans and specifications submitted for review by a NYS agency on or before January 17, 2014 and approved by a NYS agency before April 15, 2014.

The following activities must be implemented by each Service Provider on an SRF funded project in order to maintain compliance with the AIS program. These contractual obligations are included in the contract language in Part 1: Required Contract Language and expanded upon below.

A. DEFINITIONS

It is required that all of the iron and steel products used in the project are produced in the United States. The term "**iron and steel products**" means the following products made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings
Manhole Covers
Municipal Castings (defined below);
Hydrants
Tanks
Flanges
Pipe clamps and restraints
Valves
Structural steel
Reinforced precast concrete
Construction materials (defined below)

For one of the listed products to be considered subject to the AIS requirement, it must be made of greater than 50% iron and steel, measured by material cost.

Municipal castings – cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches	Inlets
Ballast Screen	Inlets
Benches (Iron or Steel)	Junction Boxes
Bollards	Lampposts
Cast Bases	Manhole Covers, Rings and
Cast Iron Hinged Hatches	Frames, Risers
Cast Iron Riser Rings	Meter Boxes
Catch Basin Inlet	Service Boxes
Cleanout/Monument Boxes	Steel Hinged Hatches
Construction Covers and Frames	Square and Rectangular
Curb and Corner Guards	Steel Riser Rings
Curb Openings	Trash receptacles
Detectable Warning Plates	Tree Grates
Downspout Shoes (Boot, Inlet)	Tree Guards
Drainage Grates, Frames and Curb	Trench Grates

Valve Boxes, Covers and Risers

Construction Materials – articles, materials, or supplies made primarily of iron and steel that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products:

Wire rod	Fasteners (i.e.,	Roofing
Bar	nuts and	Ductwork
Angle	bolts)	Surface drains
Concrete	Welding rods	Cable hanging
Reinforcing	Decking	systems
bar	Grating	Manhole steps
Wire	Railings	Fencing and
Wire cloth	Stairs	fence tubing
Wire rope and	Access ramps	Guardrails
Cables	Fire escapes	Doors
Tubing	Ladders	Stationary
Framing	Wall panels	screens
Joists	Dome	
Trusses	structures	

NOT Considered Construction Materials: Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials:

Pumps	Membrane bioreactor systems
Motors	Membrane filtration systems
Gear reducers	Filters
Drives (including variable frequency drives (VFDs))	Clarifiers and clarifier mechanisms
Electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators),	Rakes
Mixers	Grinders
Gates	Disinfection systems
Motorized screens (such as traveling screens)	Presses (including belt presses)
Blowers/aeration equipment	Conveyors, cranes
Compressors	HVAC (excluding ductwork)
Meters	Water heaters
Sensors	Heat exchangers
Controls and switches	Generators
SCADA	Cabinetry and housings (such as electrical boxes/enclosures)
Metal office furniture	Lighting fixtures
Shelving	Electrical conduit
Laboratory equipment	Emergency life systems
Analytical instrumentation	
Dewatering equipment	

B. CERTIFICATION

Each Service Provider that has a contract with the Recipient shall provide to the Recipient an executed certification on the form provided, that the iron and steel products and/or materials used on this project are in full compliance with the American Iron and Steel requirements in accordance with the provisions of the Consolidated Appropriations Act, and to maintain such certification for their own records.

It is recommended that a step certification process is used, in which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification typically includes:

- a. the name of the manufacturer
- b. the location of the manufacturing facility where the product or process took place (not its headquarters)
- c. a description of the product or item being delivered
- d. a signature by a manufacturer's responsible party

These certifications should be collected and maintained by Recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or Service Provider, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information.

C. WAIVER REQUESTS

The EPA is allowed to issue waivers from the AIS requirements when:

- The application of the AIS requirements would be inconsistent with the public interest;
- Iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or
- Inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

AIS waivers can be product-specific, project-specific, regional, or nationwide. Waiver requests can only be submitted by either EFC or DOH to EPA, and only EPA can approve an AIS waiver. If the Service Provider is considering requesting an AIS waiver, documentation as described in the EPA guidance should be developed and submitted to the EFC or DOH Project Engineer. See EFC's website for EPA guidance.

1. Waiver Documentation:

The Service Provider shall complete the waiver request to the Recipient along with adequate good faith effort documentation. Waiver requests should include the following information:

- a. Description of the foreign and domestic construction materials
- b. Unit of measure
- c. Quantity
- d. Price
- e. Time of delivery or availability
- f. Location of the construction project
- g. Name and address of the proposed supplier

- h. A detailed justification for the use of foreign construction materials

For **Cost Waiver Requests**, the Service Provider should compare the overall cost of the project with domestic iron and steel products to overall cost of the project with foreign iron and steel products. Relevant excerpts from the bid documents used by the Service Providers to complete the comparison, as well as supporting documentation indicating that the Service Providers made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers may be used.

For **Availability Waiver Requests**, the request must include the following supporting documentation necessary to demonstrate the availability, quantity and/or quality of the materials for which the waiver is requested:

- a. Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials
- b. Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers
- c. Project schedule
- d. Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials

Availability Waiver Requests should include a statement from the prime Service Provider and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought.

2. Waiver Review:

The Recipient and EFC will review each waiver request based on the criteria presented above and the documentation submitted with the waiver request. EFC will submit waiver request directly to EPA for final approval of submission. Granting a waiver is a three-step process:

- a. Posting – After receiving an application for waiver of the AIS requirements, EPA will publish the request on its website for 15 days and receive informal comment.
- b. Evaluation – EPA will review the application to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to make a determination.
- c. Determination – In the event that EPA finds that adequate documentation and justification has been submitted, the EPA may grant a waiver to the Recipient. The Recipient should keep a copy of the signed waiver in its project files.

D. DE MINIMIS WAIVER

The AIS de minimis waiver allows that incidental iron and steel components that are tracked in a certain manner are exempt for the AIS requirements. Items that can be subject to the de minimis waiver must be:

1. Essential, but incidental to the construction
2. Incorporated into the physical structure of the project. and
3. Often are low cost and procured in bulk.

Examples items eligible for de minimis tracking include: washers, screws, nuts, bolts, fasteners, miscellaneous wire, corner bead, ancillary tubing, etc.

Examples of items that are NOT incidental and cannot be considered for de minimis tracking include: process fittings, tees, elbows, flanges, brackets, valves, sewer or water pipes for distribution, treatment or storage tanks, large structural support systems, etc.

To comply with the de minimis waiver, all items that are waived must meet the above criteria and must be 5% or less of the total cost of materials incorporated into the project. This can be measured on a project basis, or on a contract-by-contract basis, as long as the cost of the tracked de minimis iron and steel items is 5% or less of the total material cost of materials incorporated into the project.

Service Providers should prepare a record, in spreadsheet form, which tracks the cost of all materials incorporated into the project. This spreadsheet can be either project specific or contract specific. If contract specific, a material tracking record for each construction contract should be prepared and items that are subject to the AIS de minimis waiver highlighted. There should be a clear calculation available to indicate that the cost of the de minimis iron and steel items is 5% or less of the total cost of all materials.

E. INSPECTIONS

EFC or DOH can be expected to conduct occasional site inspections that will include a review of AIS documentation for the project. Items that will be reviewed during these inspections include:

1. AIS certifications from vendors, suppliers, or manufacturers;
2. Contract and subcontracts to verify that the AIS contractual language has been included; and
3. The lists of the incidental iron and steel project components that are claimed under the AIS de minimis waiver.

F. BEST PRACTICES

The following Best Practices are suggestions and recommendations for the Service Provider to remain in compliance with the AIS program. The EFC can be contacted directly with any questions regarding compliance.

1. The Service Provider should carefully review the plans and specifications prepared to identify iron and steel products (as defined previously in Section 5.A) used in each project and incorporate American-made iron and steel at the time of bid.
2. The Service Provider should acquire product certifications from all suppliers and manufacturers for iron and steel products verifying that the products used in the project are American-made. These certifications should be kept on file for the duration of the project and provided to the SRF Recipient.
3. The product/manufacture certifications should be submitted with each equipment/material submittal to the Recipient and/or Engineer. The Service Provider should retain all delivery slips, certifications and approved submittals in their file for the duration of the project.

EEO PROGRAM CHECKLIST

The EEO program is required of all contracts.

The following forms must be completed and submitted to the Recipient. Refer to the applicable sections in the Guidance for further information.

At the Time of Bid:

Guidance Reference

- ☐ EEO Policy Statement
- ☐ EEO Workforce Staffing Plan

Section 1.B

Section 1.C

After Contract Award:

- ☐ EEO Utilization Report

Section 1.D

MWBE and DBE PROGRAM CHECKLIST

Service Providers must comply with the MWBE program if "yes" is answered for ANY of the following questions. The DBE program is required of all contracts.

Yes No

- ☐ ☐ The Service Provider contract greater than \$25,000.
- ☐ ☐ The initial Service Provider contract was \$25,000 or less, but a subsequent change order increased the total contracted value over \$25,000.
- ☐ ☐ A contract amendment was approved that is greater than \$25,000.
- ☐ ☐ A partial or full waiver was not approved by the EFC.

If you answered YES to any of the above, then the following MWBE forms must be completed and submitted to the Recipient. The DBE forms are required of all contracts that are bid. Refer to the applicable sections in the Guidance for further information.

At the Time of Bid:

Guidance Reference

- | | |
|--------------------------------------------------------------------------------|-------------|
| <input type="checkbox"/> EPA Form 6100-3: "DBE Subcontractor Performance Form" | Section 2.D |
| <input type="checkbox"/> EPA Form 6100-4: "DBE Subcontractor Utilization Form" | Section 2.D |

Prior to Contract Award

- | | |
|----------------------------------------------------------------------------------|-------------|
| <input type="checkbox"/> EPA Form 6100-2: "DBE Subcontractor Participation Form" | Section 2.D |
|----------------------------------------------------------------------------------|-------------|

After Contract Award

- | | |
|---------------------------------------------------------------------------------------------------------------|---------------|
| <input type="checkbox"/> MWBE Utilization Plan and/or Waiver Request and any revisions subsequent to approval | Section 2.D.1 |
| <input type="checkbox"/> Good Faith Effort Documentation (if submitting a waiver) | Section 2.D.2 |
| <input type="checkbox"/> All executed subcontracts, agreements and purchase orders | Section 2.D.3 |
| <input type="checkbox"/> Proof of payment to MWBE firms | Section 2.D.4 |
| <input type="checkbox"/> Monthly MWBE Reports | Section 2.D.4 |

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS CHECKLIST

Service Providers must comply with the AIS program if “yes” is answered for **ALL** of the following questions.

Yes No

- | | | |
|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | As part of your scope of services you are supplying the Recipient with construction materials or equipment to be installed as part of this project. |
| <input type="checkbox"/> | <input type="checkbox"/> | This project involves the construction, alteration, maintenance, or repair of a public water system (DWSRF) or treatment works (CWSRF). Examples of treatment works include but are not limited to collection systems, pump stations, and wastewater treatment plants (see Definitions). |
| <input type="checkbox"/> | <input type="checkbox"/> | A financing assistance agreement with the NYS Environmental Facilities Corporation (EFC) was executed after January 17, 2014 for assistance through either the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). |
| <input type="checkbox"/> | <input type="checkbox"/> | The project did not have the project plans and specifications submitted for review by a NYS agency on or before January 17, 2014 and approved by a NYS agency before April 15, 2014. |

If you answered YES to all of the above, then the following forms must be completed and submitted to the Recipient. Refer to the applicable sections in the Guidance for further information.

After Contract Award

Guidance Reference

- | | |
|--------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> | AIS Compliance Certifications for all applicable iron and steel products |
|--------------------------|--------------------------------------------------------------------------|

Section 4.B

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PART 3:
REQUIRED FORMS
FOR NON-CONSTRUCTION CONTRACTS

All required forms can be found on the EFC website (www.efc.ny.gov)

The following SRF forms are provided and may be required. Please refer to the Guidance Section Checklists to determine which forms are applicable to your project.

	Guidance Reference
<input type="checkbox"/> EEO Policy Statement	Section 1.B
<input type="checkbox"/> EEO Staffing Plan (form available online only)	Section 1.C
<input type="checkbox"/> EEO Workforce Utilization Report (form available online only)	Section 1.D
<input type="checkbox"/> MWBE Utilization Plan and/or Waiver Request (form available online only)	Section 2.D.1
<input type="checkbox"/> MWBE Monthly Report Form (form available online only)	Section 2.D.4
<input type="checkbox"/> EPA Form 6100-2 "DBE Subcontractor Participation Form"	Section 2.D
<input type="checkbox"/> EPA Form 6100-3 "DBE Subcontractor Performance Form"	Section 2.D
<input type="checkbox"/> EPA Form 6100-4 "DBE Subcontractor Utilization Form"	Section 2.D
<input type="checkbox"/> Lobbying Certification (Certification for Contracts, Grants, Loans, and Cooperative Agreements 40 CFR Part 34)	Section 3

**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

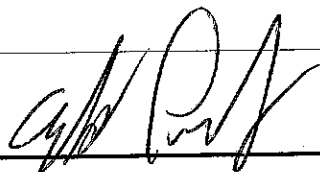
I, Clifford M. Pomerantz, PE, am the authorized representative of Greeley and Hansen LLC.
Name of Representative Name of Contractor/Service Provider

I hereby certify that Greeley and Hansen LLC will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X 

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, Erin Bubke, am the authorized representative of Sound Environmental Associates, LLC.
Name of Representative Sound Environmental Name of Contractor/Service Provider
 I hereby certify that Associates, LLC will abide by the equal employment
Name of Contractor/Service Provider
 opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X EB

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, Jitendra Hirani, am the authorized representative of Hirani Engineering and Land Surveying, PC.
Name of Representative Hirani Engineering and Name of Contractor/Service Provider
I hereby certify that Land Surveying, PC will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X 

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

Conte, Susan

From: Conte, Susan
Sent: Thursday, April 02, 2015 10:13 AM
To: 'RMoravec@HiraniGroup.com'
Cc: Solai, Sundaram
Subject: Nassau County 10C Contract-Various Forms for Execution
Attachments: NYS-SRF EEO Policy Statement-Hirani.pdf; EPA 6100-2 DBE Sub Part Form-Hirani.pdf; EPA 6100-3 DBE Sub Perf Form-Hirani.pdf

Mr. Moravec,

The EPA/DBE & NYS/SRF require various documents for subcontractors for the Nassau County 10C contract. I've prefilled (you can change if necessary) a few of the forms for your convenience. Please return all original documents to me. I will send to Nassau County for processing.

FORM		SIGN	NOTE
6100-2 (Sub Participation Form)	EPA Reqmt	NO	You keep the form for your records
6100-3 (Sub Performance Form)	EPA Reqmt	YES	Sign first and we will co sign
EEO Policy Statement	NYS Reqmt	YES	



GREELEY AND HANSEN

Susan Conte
Administrative Support Team
111 Broadway, Suite 2101
New York, NY 10006
P: 212.227.1250
greeley-hansen.com



APPENDIX G

Agreement No.
S3P311-10COMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

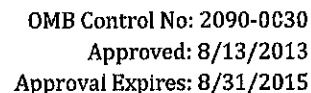
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name Hirani Engineering and Land Surveying, PC		Project Name Pump Station Mitigation-Sage Lake and Lawrence Pump Stations
Bid/ Proposal No. PW-S3P311-10C	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name Greeley and Hansen LLC		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Conte, Susan

From: Conte, Susan
Sent: Thursday, April 02, 2015 10:15 AM
To: 'Sheila@soundny.com'
Cc: Solai, Sundaram
Subject: Nassau County 10C Contract-Various Forms for Execution
Attachments: NYS-SRF EEO Policy Statement-Sound.pdf; EPA 6100-2 DBE Sub Part Form-Sound.pdf;
EPA 6100-3 DBE Sub Perf Form-Sound.pdf

Sheila,

The EPA/DBE & NYS/SRF require various documents for subcontractors for the Nassau County 10C contract. I've prefilled (you can change if necessary) a few of the forms for your convenience. Please return all original documents to me: I will send to Nassau County for processing.

FORM		SIGN	NOTE
6100-2 (Sub Participation Form)	EPA Reqmt	NO	You keep the form for your records
6100-3 (Sub Performance Form)	EPA Reqmt	YES	Sign first and we will co sign
EEO Policy Statement	NYS Reqmt	YES	



GREELEY AND HANSEN

Susan Conte
Administrative Support Team
111 Broadway, Suite 2101
New York, NY 10006
P: 212.227.1250
greeley-hansen.com



APPENDIX G

Agreement No.
S3P311-10COMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

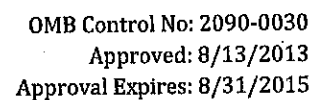
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name Sound Environmental Associates, LLC		Project Name Pump Station Mitigation-Sage Lake and Lawrence Pump Stations	
Bid/ Proposal No. PW-S3P311-10C	Assistance Agreement ID No. (if known)	Point of Contact	
Address 18 Tide Court, Wading River, NY 11792			
Telephone No. 631-414-7198		Email Address	
Prime Contractor Name Greeley and Hansen LLC		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

APPENDIX G



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Sound Environmental Associates, LLC		Project Name Pump Station Mitigation-Sage Lake and Lawrence Pump Stations	
Bid/ Proposal No. PW-S3P311-10C	Assistance Agreement ID No. (if known)	Point of Contact Sheila Bubka	
Address 18 Tide Court, Wading River, NY 11792			
Telephone No. 631-414-7198		Email Address Sheila@soundny.com	
Prime Contractor Name Greeley and Hansen LLC		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Environmental Health and Safety-Hazardous materials survey for lead, asbestos, PCB, and others hazardous material prior to demolition.	\$4,769.00
DBE Certified By: <input type="radio"/> DOT <input checked="" type="radio"/> SBA <input checked="" type="radio"/> Other: <u>Nassau County Office of Minority Affairs</u>		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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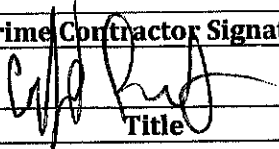
APPENDIX G

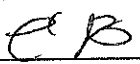


OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Clifford M. Pomerantz, P.E.
Title	Date
Member	4.24.15

Subcontractor Signature	Print Name
	Erin Bubka
Title	Date
Director of Operations	4/2/15

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

APPENDIX G



OMB Control No: 2090-0030
Approved: 8/13/2013
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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Hirani Engineering and Land Surveying, PC		Project Name Pump Station Mitigation-Sage Lake and Lawrence Pump Stations	
Bid/ Proposal No. PW-S3P311-10C	Assistance Agreement ID No. (if known)	Point of Contact Bruce R. Mawhirter, P.E.	
Address 30 Jericho Executive Plaza, Suite 200 C, Jericho, NY 11753			
Telephone No. 516-248-1010		Email Address bmawhirter@HiraniGroup.com	
Prime Contractor Name Greeley and Hansen LLC		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Structural & Geotechnical Survey	\$44,489.00
DBE Certified By: <input type="radio"/> DOT <input checked="" type="radio"/> SBA <input checked="" type="radio"/> Other: Nassau County Office of Minority Affairs		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

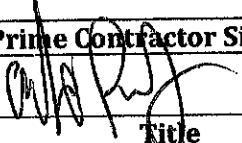
APPENDIX G

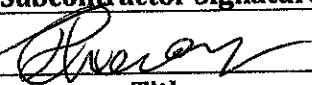


OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Clifford M. Pomerantz, P.E.
Title	Date
Member	4.24.15

Subcontractor Signature	Print Name
	Jitendra Hirani, P.E.
Title	Date
President	4/2/2015

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

APPENDIX G



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Greeley and Hansen LLC		Project Name Pump Station Mitigation-Sage Lake and Lawrence Pump Stations	
Bid/ Proposal No. PW-S3P311-10C	Assistance Agreement ID No. (if known)	Point of Contact Clifford M. Pomerantz, P.E.	
Address 111 Broadway, Suite 2101, New York, NY 10006			
Telephone No. 212-227-1250		Email Address cpomerantz@greeley-hansen.com	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Hirani Engineering and Land Surveing, PC	30 Jericho Executive Plaza, Suite 200C Jericho, NY 11753 516-248-1010 bmawhirter@HiraniGroup.com	\$44,489.00	YES-MBE
Sound Environmental Associates, LLC	18 Tide Court Wading River, NY 11792 631-414-7198 Sheila@soundny.com	\$4,769.00	YES-WBE

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

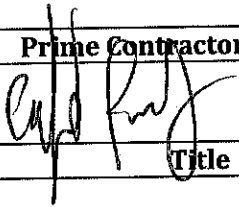
APPENDIX G



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Clifford M. Pomerantz, P.E.
Title	Date
Member	4-24-15

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

APPENDIX G

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(LOBBYING CERTIFICATION)
40 CFR 34**

Name of Municipality: Nassau County
SRF Project No.: _____
Contractor: Greeley and Hansen LLC

The undersigned each certify, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 

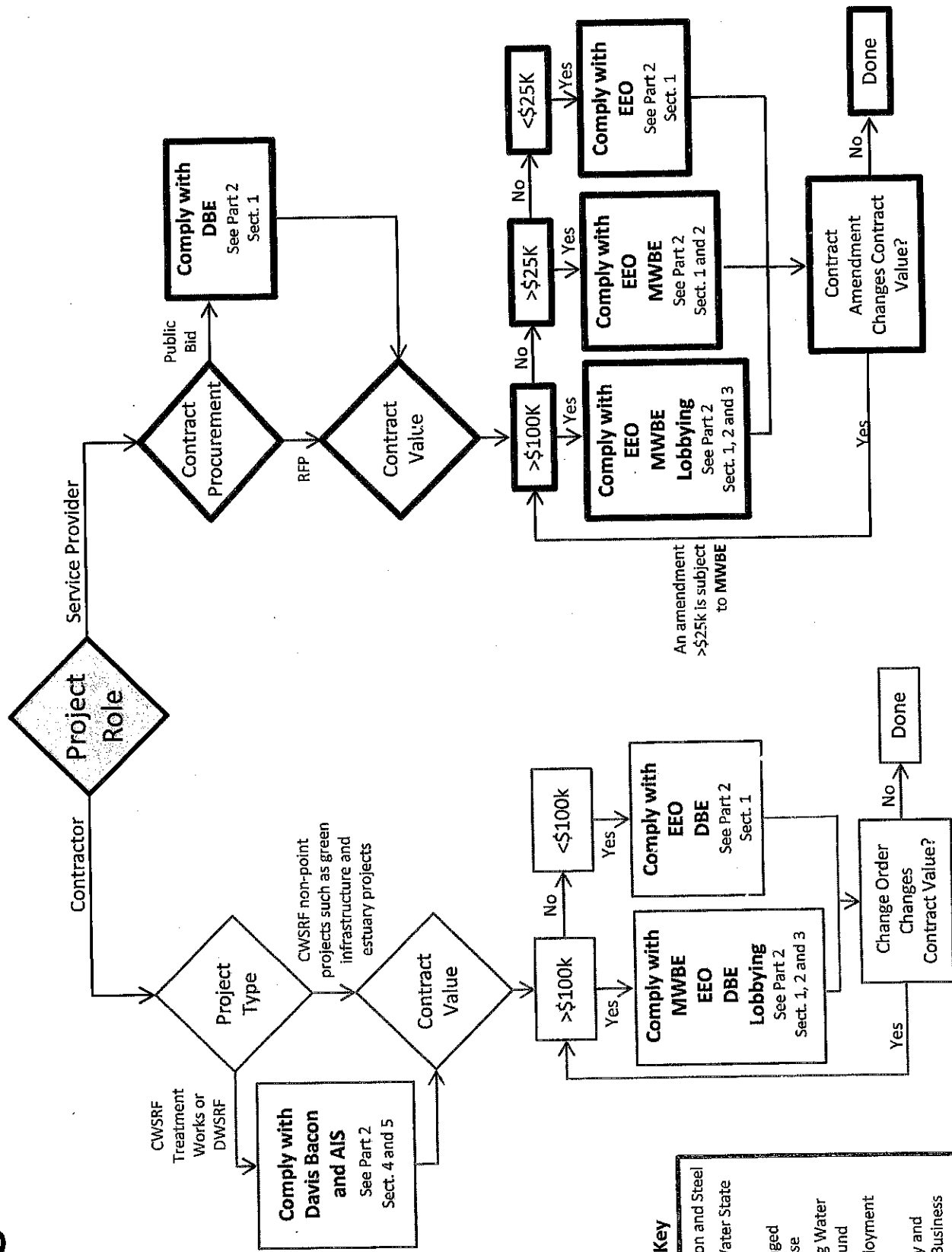
Name: Clifford M. Pomerantz, P.E.

Title: Member

Date: 9/24/15

Contract ID: PW-S3P311-10C

SRF Program Decision Tree



Acronym Key

- AIS – American Iron and Steel
- CWSRF – Clean Water State Revolving Fund
- DBE – Disadvantaged Business Enterprise
- DWSRF – Drinking Water State Revolving Fund
- EEO – Equal Employment Opportunity
- MWBE – Minority and Women-Owned Business Enterprise
- RFP – Request for Proposal

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Greeley and Hansen LLC
Address: 100 South Wacker Drive, Suite 1400
City, State and Zip Code: Chicago, IL 60606
2. Entity's Vendor Identification Number: _____
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☒ Ltd. Liability Co ☐ Closely Held Corp _____ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please See Attachment A

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.
Please See Attachment B

-
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

Greeley and Hansen Architects LLC
Greeley and Hansen of Michigan LLC
Greeley and Hansen Colombia S.A.S.
GH Holdings Latin America LLC

-
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

- (a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.
Not Applicable.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
Not applicable.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/28/15

Signed: 

Print Name: Clifford M. Pomerantz

Title: Member

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

ATTACHMENT A

COUNTY OF NASSAU CONSULTANTS, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

4. List names and addresses of all Principals

Brodsky, Harvey A.	Member	Greeley and Hansen 111 Broadway, Suite 2101 New York, NY 10006-1900
Cassidy, John F.	Member	Greeley and Hansen 5301 Shawnee Road, Suite 400 Alexandria, VA 22312
Cronin, Edward J.	Member	Greeley and Hansen 9020 Stony Point Parkway, Suite 475 Richmond, VA 23235-1946
Cronin, Roger J.	Member	Greeley and Hansen 9020 Stony Point Parkway, Suite 475 Richmond, VA 23235-1946
Gorgan, Joseph M.	Member	Greeley and Hansen 500 North Rainbow Blvd, Suite 300 Las Vegas, NV 89107
Maisch, Federico E.	Member & Executive Vice President – Eastern Operations	Greeley and Hansen 9020 Stony Point Parkway, Suite 475 Richmond, VA 23235-1946
Pomerantz, Clifford M. *	Member	Greeley and Hansen 111 Broadway, Suite 2101 New York, NY 10006-1900
Richardson, Andrew W. *	Member & Chief Executive Officer	Greeley and Hansen 100 South Wacker Drive, Suite 1400 Chicago, IL 60606
Robak, John C. *	President & Chief Operating Officer	Greeley and Hansen 100 South Wacker Drive, Suite 1400 Chicago, IL 60606
Spieles, Nicole B.	Member	Greeley and Hansen 1001 Woodward Avenue, Suite 850 Detroit, MI 48226
Vogel, Paul J.	Member & Executive Vice President – Western Operations	Greeley and Hansen 100 South Wacker Drive, Suite 1400 Chicago, IL 60606
Geyer, Joseph R.	Chief Financial Officer	Greeley and Hansen 100 South Wacker Drive, Suite 1400 Chicago, IL 60606

**Board Member (as shown on the following page)*

COUNTY OF NASSAU
CONSULTANTS, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

2015 Greeley and Hansen Board of Directors:

Arenberg, Tim	222 Middaugh Clarendon Hills, IL 60514
Dutra, Ana	790 Frontage Road Northfield, IL 60093
Pomerantz, Clifford M.	Greeley and Hansen 111 Broadway, Suite 2101 New York, NY 10006-1900
Richardson, Andrew, <i>Chairman</i>	Greeley and Hansen 100 South Wacker Drive, Suite 1400 Chicago, IL 60606
Robak, John C.	Greeley and Hansen 100 South Wacker Drive, Suite 1400 Chicago, IL 60606
Sullivan, Thomas J.	940 Grandview Lane Lake Forest, IL 60045
Taylor, Collette	807 Davis Street #2303 Evanston, IL 60201-4471
Vogel, Paul J.	Greeley and Hansen 100 South Wacker Drive, Suite 1400 Chicago, IL 60606

COUNTY OF NASSAU
CONSULTANTS, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

5. List names and addresses of all shareholders, members, or partners of the firm.

The following are Members of Greeley and Hansen LLC:

Brodsky, Harvey A.	Member	Greeley and Hansen 111 Broadway, Suite 2101 New York, NY 10006-1900
Cassidy, John F.	Member	Greeley and Hansen 5301 Shawnee Road, Suite 400 Alexandria, VA 22312
Cronin, Edward J.	Member	Greeley and Hansen 9020 Stony Point Parkway, Suite 475 Richmond, VA 23235-1946
Cronin, Roger J.	Member	Greeley and Hansen 9020 Stony Point Parkway, Suite 475 Richmond, VA 23235-1946
Gorgan, Joseph M.	Member	Greeley and Hansen 500 North Rainbow Blvd, Suite 300 Las Vegas, NV 89107
Maisch, Federico E.	Member	Greeley and Hansen 9020 Stony Point Parkway, Suite 475 Richmond, VA 23235-1946
Pomerantz, Clifford M.	Member	Greeley and Hansen 111 Broadway, Suite 2101 New York, NY 10006-1900
Richardson, Andrew W.	Member	Greeley and Hansen 100 South Wacker Drive, Suite 1400 Chicago, IL 60606
Spieles, Nicole B.	Member	Greeley and Hansen 1001 Woodward Avenue, Suite 850 Detroit, MI 48226
Vogel, Paul J.	Member	Greeley and Hansen 100 South Wacker Drive, Suite 1400 Chicago, IL 60606